

REMARKS

Claims 6-19 and 23 are presently pending. Claims 6-19 stand rejected. Claim 23 is added. Claims 1-5, and 20-22 are cancelled without prejudice.

Claim 6 was rejected under 35 U.S.C. § 103(a) as being obvious from the combination of Hobbs in view of Steudel. Claim 6 recites, among other limitations, "shortening a blanking period in the data to accommodate auxiliary data, without dropping any of the video frames".

Examiner has indicated that Hobbs "fails to explicitly describe: without dropping any of the video frames." Office Action at 2. However, Examiner has indicated that Steudel describes "without dropping any of the video frames (col. 2, lines 55-57, the video signal is transmitted in standard time slot without drops)."

Assignee respectfully traverses the rejection. Steudel teaches "In this system, the *color-sync signal* FSS is shorter than in the standard system but is transmitted in the standard time slot." Col. 2, Lines 55-57. Assignee respectfully submits that the "color sync signal" is not a "video frame". Thus, even if it is transmitted without drops, the combination of Hobbs in view of Steudel does not teach "shortening a blanking period in the data to accommodate auxiliary data, without dropping any of the *video frames*".

Additionally, even if "video frames" read on "color sync signal", the Steudel teaches that "the color-sync signal FSS is shorter than in the standard system", meaning that at least a portion of the color sync signal FSS is dropped. Thus, the combination of Hobbs in view of Steudel does not teach "shortening a blanking period in the data to accommodate auxiliary data, *without dropping* any of the video frames".

Additionally, Claim 21 is added. Assignee respectfully requests allowance for claim 21, at least because the combination of Hobbs in view of Steudel does not teach "without dropping any of the video frames". Additionally, claim 21 recites, "shortening a *vertical blanking period* in the data to accommodate auxiliary data without dropping any of the video frames". It is noted that Steudel,

Col. 2, lines 55-57 pertains to the horizontal blanking period. Accordingly, allowance is respectfully requested for claim 21.

CONCLUSION

For at least the foregoing reasons, each of the pending claims are allowable, thereby placing the application in a condition for allowance. Examiner is requested to pass this case to issuance. The Commissioner is hereby authorized to charge any deficiency in the amount enclosed or any additional fees which may be required under 37 CFR 1.16 or 1.17 to Deposit Account No. 13-0017 in the name of McAndrews, Held & Malloy, Ltd.

RESPECTFULLY SUBMITTED,



Mirut Dalal
Attorney for Assignee
Reg. No. 44,052

Date: October 30, 2008

McANDREWS, HELD & MALLOY, LTD.
500 W. Madison – 34th Floor
Chicago, IL 60661

Phone: (312) 775-8000
FAX: (312) 775-8100